

**CITY OF COSTA MESA
PROFESSIONAL SERVICES AGREEMENT
WITH ITZEN ARCHITECTS, INC.**

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into this 3rd day of September, 2024 (“Effective Date”), by and between the CITY OF COSTA MESA, a municipal corporation (“City”), and ITZEN ARCHITECTS, INC., a California corporation (“Consultant”).

RECITALS

A. City proposes to utilize the services of Consultant as an independent contractor to perform professional architectural and engineering services for the Costa Mesa Communication Center, as more fully described herein; and

B. Consultant represents that it has that degree of specialized expertise contemplated within California Government Code section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

C. City and Consultant desire to contract for the specific services described in Exhibit “A” and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. No official or employee of City has a financial interest, within the provisions of sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in City’s Request for Proposals, attached hereto as Exhibit “A,” and Consultant’s Proposal, attached hereto as Exhibit “B,” both incorporated herein.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant’s performance of this Agreement.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City. Evaluations of the work will be done by the City Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;

- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.5. Non-Discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status, except as permitted pursuant to section 12940 of the Government Code.

1.6. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "C," attached hereto and made a part of this Agreement. Consultant's total compensation shall not exceed One Hundred Seventy-Eight Thousand Three Hundred Four Dollars (\$178,304.00). This amount includes a contingency of Thirteen Thousand dollars

(\$13,000) that will not be encumbered until it is needed.

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal unless the City Manager or designee, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times from the Effective Date until three (3) years after termination of this Agreement.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. Unless otherwise agreed to in writing by the parties, the professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, pandemics (excluding COVID-19), material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party (each, a "Force Majeure Event"). If a party experiences a Force Majeure Event, the party shall, within five (5) days of the occurrence of the Force Majeure Event, give written notice to the other party stating the nature of the Force Majeure Event, its anticipated duration and any action being taken to avoid or minimize its effect. Any suspension of performance shall be of no greater scope and of no longer duration than is reasonably required and the party experiencing the Force Majeure Event shall use best efforts without being obligated to incur any material expenditure to remedy its inability to perform; provided, however, if the suspension of performance continues for sixty (60) days after the date of the occurrence and such failure to perform would constitute a material breach of this Agreement in the absence of such Force Majeure Event, the parties shall meet and discuss in good faith any amendments to this Agreement to permit the other party to exercise its rights under this Agreement. If the parties are not able to agree on such amendments within thirty (30) days and if suspension of performance continues, such other party may terminate this Agreement immediately by written notice to the party experiencing the Force Majeure Event, in which case neither party shall have any liability to the other except for those rights and liabilities that accrued prior to the date of termination.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of two (2) years, ending on September 2, 2026, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. This Agreement may be extended by two additional one year periods upon mutual written agreement of both parties.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent A.M. Best's Rating Guide, and approved by City:

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) general aggregate.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00) combined single limit per accident for bodily injury and property damage.

- (c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.
- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
- (b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."
- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Costa Mesa, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self-Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to

which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement.

5.5. Non-Limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Manager or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: (a) at the time of delivery if such communication is sent by personal delivery, and (b) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

Itzen Architects, Inc.
1800 N. Bristol Street
Santa Ana, CA 92706
Tel: (714) 716-5042, x2

IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Tel: (714) 754-5688

Attn: Jana SB Itzen, AIA

Attn: Patrick Bauer

Courtesy copy to:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Attn: Finance Dept. | Purchasing

6.5. Drug-Free Workplace Policy. Consultant shall provide a drug-free workplace by complying with all provisions set forth in City's Council Policy 100-5, attached hereto as Exhibit "D" and incorporated herein. Consultant's failure to conform to the requirements set forth in Council Policy 100-5 shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by City.

6.6. Attorneys' Fees. If litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.7. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

6.8. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the negligence, recklessness, or willful misconduct of the Consultant, its employees, and/or authorized subcontractors, in the performance of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon negligence, recklessness, or willful misconduct in the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees,

and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. In no event shall the cost to defend charged to Consultant exceed Consultant's proportionate percentage of fault. However, notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, Consultant shall meet and confer with other parties regarding unpaid defense costs. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.10. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.11 Conflicts with Independent Contractor. Contractor/consultant's duties and services under this Agreement shall not include preparing or assisting the public entity with any portion of the public entity's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the public entity. The public entity entering into this Agreement shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Contractor/consultant's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Contractor/consultant shall cooperate with the public entity to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by contractor pursuant to this Agreement.

6.12. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.13. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.14. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

6.15. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code section 7920.000 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code section 7924.510, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.16. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code sections 81000, *et seq.*) and Government Code section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.17. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.18. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect.

6.19. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.20. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.21. Binding Effect. This Agreement binds and benefits the parties and their respective permitted successors and assigns.

6.22. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.23. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.24. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement and have had an adequate opportunity to review each and every provision of the Agreement and submit the same to counsel or other consultants for review and comment. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.25. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.26. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of

this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.27. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.28. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.29. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

[Signatures appear on following page.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CONSULTANT

Signature

Date: _____

Jana Itzen, President
ITZEN Architects, Inc.

CITY OF COSTA MESA

Lori Ann Farrell Harrison
City Manager

Date: _____

ATTEST:

Brenda Green
City Clerk

APPROVED AS TO FORM:

Kimberly Hall Barlow
City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Ruth Wang
Risk Management

Date: _____

APPROVED AS TO CONTENT:

Patrick Bauer
Project Manager

Date: _____

DEPARTMENTAL APPROVAL:

Raja Sethuraman
Director of Public Works

Date: _____

APPROVED AS TO PURCHASING:

Carol Molina
Finance Director

Date: _____

EXHIBIT A
REQUEST FOR PROPOSALS



REQUEST FOR PROPOSAL

FOR

**PROFESSIONAL ARCHITECTURAL & ENGINEERING DESIGN SERVICES
RFP NO. 24-11**



**PUBLIC WORKS
CITY OF COSTA MESA**

**Released on
May 9, 2024**

REQUEST FOR PROPOSAL FOR PROFESSIONAL ARCHITECTURAL & ENGINEERING DESIGN SERVICES

The City of Costa Mesa (hereinafter referred to as the "City") is requesting Proposals from qualified consultants to provide professional architectural and engineering design services for the communications building remodel. The awarded Contractor, (hereinafter referred to as "Contractor") shall be in accordance with the Sample Professional Service Agreement, **Appendix B** terms, conditions, and scope of work. Prior to submitting a Proposal, Proposers are advised to carefully read the instructions below, including the Sample Professional Service Agreement and any solicitation appendix/exhibits. The schedule for the design phase is anticipated to be four (4) to six (6) months; however, the term is expected to be for 2 years with 2 one-year renewal options. The City reserves the right to award one or more contracts for this service.

I. GENERAL INFORMATION

The City of Costa Mesa is a general law city, which operates under the council/manager form of government with an annual General Fund budget of over \$180.3 million and a total budget of \$234 million for fiscal year 2023-2024.

The City of Costa Mesa, incorporated in 1953, has an estimated population of 115,000 and has a land area of 16.8 square miles. It is located in the northern coastal area of Orange County, California, and is bordered by the cities of Santa Ana, Newport Beach, Huntington Beach, Fountain Valley and Irvine.

The City is a "full service city" providing a wide range of services. These services include: police and fire protection; animal control; emergency medical aid; building safety regulation and inspection; street lighting; land use planning and zoning; housing and community development; maintenance and improvement of streets and related structures; traffic safety maintenance and improvement; and full range of recreational and cultural programs.

The City of Costa Mesa is home of the Segerstrom Center for the Arts, Orange County Fairgrounds, South Coast Repertory Theater and the South Coast Plaza Shopping Center, which is the single largest commercial activity center in the City. The volume of sales generated by South Coast Plaza secures its place as the highest volume regional shopping center in the nation.

The successful Proposer, shall have experience in similar types of services. All Proposers responding to this Request for Proposal (RFP) will be evaluated on the basis of their expertise, prior experience on similar projects, demonstrated competence, ability to meet the requested services, adequate staffing, reference check, understanding of services, cost and responsiveness to the needs and concerns of the City of Costa Mesa.

1. **Important Notice:** The City has attempted to provide all information available. It is the responsibility of each Proposer to review, evaluate, and, where necessary, request any clarification prior to submission of a Proposal. **Proposers are not to contact other City personnel with any questions or clarifications concerning this Request for Proposal (RFP).** The City's Purchasing Department contact set out in RFP, Section II, Subsection 2, Inquires, will provide all official

communication concerning this RFP. Any City response relevant to this RFP other than through or approved by City's Purchasing Department is unauthorized and will be considered invalid.

If clarification or interpretation of this solicitation is considered necessary by City, a written addendum shall be issued and the information will be posted on PlanetBids. Any interpretation of, or correction to, this solicitation will be made only by addendum issued by the City's Purchasing Department. It is the responsibility of each Proposer to periodically check PlanetBids website to ensure that it has received and reviewed any and all addenda to this solicitation. The City will not be responsible for any other explanations, corrections to, or interpretations of the documents, including any oral information.

2. Schedule of Events: This Request For Proposal shall be governed by the following schedule:

Release of RFP	May 9, 2024
Mandatory Job Walk	May 16, 2024
Deadline for Written Questions	May 21, 2024 at 11:00 a.m.
Responses to Questions Posted	May 28, 2024
Proposals are Due	June 4, 2024 at 2:00 p.m.

**All dates are subject to change at the discretion of the City.

Mandatory Job Walk: A mandatory job walk will be held on **May 16, 2024 at 9:00 a.m.** at City Hall, 77 Fair Drive, Costa Mesa, CA 92626. All proposers shall wait in the lobby area near the elevators. A job walk is held to allow for questions and clarification concerning the City's RFP process, scope of services and subsequent contract award.

3. Proposer's Minimum Requirements: Interested and qualified Proposers that can demonstrate their ability to successfully provide the required services outlined in **Appendix A– Scope of Work**, of this RFP are invited to submit a proposal, provided they meet the following requirements. All requirements must be met at the time of the proposal due date. **If these requirements are not met, the proposal may not receive further consideration, as determined in the sole discretion of the City.**

- a. The consultant must provide five references for municipal projects of similar size and scope that have been completed within the last five years in California.
- b. The Contractor shall maintain a local office with a competent representative who can be reached during normal working hours or emergencies who is authorized to make decisions on matters pertaining to this contract with the City. Office facilities that support daily operations must be within ninety (90) miles of the City.
- c. All Proposers must identify the project manager, and the individual authorized to negotiate the contract on behalf of the consulting firm; and provide an organization chart showing all proposed key project team members.

II. GENERAL INSTRUCTIONS AND PROVISIONS

1. Proposal Format Guidelines: Interested entities or contractors are to provide the City of Costa Mesa with a thorough Proposal using the following guidelines: Proposal should be typed and should contain no more than 12 typed pages using a 12-point font size, including cover letter, Index/Table

of Contents, tables, charts, and graphic exhibits, but excluding resumes of key people and pricing forms. Each Proposal will adhere to the following order and content of sections. Proposal should be straightforward, concise and provide "layman" explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer. Proposals which appear unrealistic in terms of technical commitments, lack of technical competence or are indicative of failure to comprehend the complexity and risk of this contract may be rejected. The following Proposal sections are to be included in the Proposer's response:

- **Cover Letter:** A cover letter, not to exceed two pages in length, should summarize key elements of the Proposal. An individual authorized to bind the Contractor must sign the letter. Indicate the address and telephone number of the contractor's office located nearest to Costa Mesa, California, and the office from which the project will be managed. And include proposed working relationship among the offering agency and subcontractors, if applicable.
- **Background and Project Summary Section:** The Background and Project Summary Section should describe your understanding of the City, the work to be done, and the objectives to be accomplished. Refer to **Scope of Work, Appendix A** of this RFP.
- **Project Approach and Methodology:** Provide a detailed description of the approach and methodology that will be used to fulfill each requirement listed in the Scope of Work of this RFP. The section should include:
 1. Describes familiarity of project and demonstrates understanding of work and project objectives moving forward.
 2. Detailed description of efforts your firm will undertake to achieve client satisfaction and to satisfy the requirements of the "Scope of Work" section.
 3. Detailed project schedule, identifying all tasks and deliverables to be performed, durations for each task, and overall time of completion.
 4. Identifies the project's potential issues and response to them.
 5. Proposers are encouraged to provide additional innovative and/or creative approaches for providing the service that will maximize efficient, safe, and cost-effective operations or increased performance capabilities.
- **Qualifications & Experience of the Firm:** Describe the qualifications and experience of the organization or entity performing services/projects within the past eight years that are similar in size and scope to demonstrate competence to perform these services. Information shall include:
 1. Relevant experience, specific qualifications, and technical expertise of the firm and sub-consultants to provide design services.
 2. Proposed team members, as demonstrated by enclosed resumes, have relevant experience for their role in the project.
 3. Overall organization of the team is relevant to City of Costa Mesa needs.

4. Team is managed by an individual with appropriate experience in similar project. This person's time is appropriately committed to this project.
 5. Team structure provides adequate capability to perform both volume and quality of needed work within project schedule milestones.
 6. If the owner is a corporation please provide: Name of corporation, corporate office street address, city, state, and zip code, state where incorporated, date of incorporation, first and last name of officers, local office address, city, state & zip, and the date local office opened its doors for business.
 7. If the owner is a partnership or joint venture, please provide: Name of partnership or joint venture, principal office street address, city, state, and zip code, state of organization, date of organization, first and last name of general partner(s), local office address, city, state, and zip code, and date local office opened its doors for.
 8. Provide a list of current and previous contracts similar to the requirements for this project in Costa Mesa, including all public agencies served (if any). For each, provide a brief description of the scope of work performed, the length of time you have been providing services, and the name, title, and telephone number of the person who may be contacted regarding your organization's service record. Provide a sample of each background investigation for each contract.
 9. Submit a description of the organization's qualifications, experience and abilities that make it uniquely capable to provide the services specified in the Scope of Work.
- **Financial Capacity:** The City is concerned about proposers' financial capability to perform, and therefore, is requesting copies of audited financials from the past three years to allow an evaluation of firm's financial capabilities.
 - **Key Personnel:** It is essential that the Proposer provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Proposer must agree to assign specific individuals to the key positions.
 - Identify the members of the staff who would be assigned to act for Proposer's firm in key management and field positions providing the services described in the Proposal, and the functions to be performed by each.
 - Include resumes or curriculum vitae of each such staff member, including name, position, telephone number, email address, education, and years and type of relevant experience. Describe for each such person, the relevant role and functions for each project.
 - **Cost Proposal:** Provide a fee schedule/pricing information for the project including identifying the specific assigned personnel, their hourly rates and their number of hours, and the cost for each work task/deliverable as described in the Scope of Work. If work tasks or deliverable are proposed that are not specifically listed in the City's Scope of Work, please identify those costs as separate and optional. Proposals shall be valid for a minimum of 180 days following submission.

- **Disclosure:** Please disclose any and all past or current business and personal relationships with any current Costa Mesa elected official, appointed official, City employee, or family member of any current Costa Mesa elected official, appointed official, or City employee. **Any past or current business relationship may not disqualify the firm from consideration.**
- **Sample Professional Service Agreement:** The firm selected by the City will be required to execute a Professional Service Agreement with the City. A sample of the Agreement is enclosed as **Appendix B**, but may be modified to suit the specific services and needs of the City. **If a Proposer has any exceptions or conditions to the Agreement, these must be submitted for consideration with the Proposal. Otherwise, the Proposer will be deemed to have accepted the form of Agreement.**
- **Checklist of Forms to Accompany Proposal:** As a convenience to Proposers, following is a list of the forms, **Appendix C** included in this RFP, which should be included with Proposals:
 1. Vendor Application Form
 2. Company Profile & References
 3. Ex Parte Communications Certificate
 4. Disclosure of Government Positions
 5. Disqualifications Questionnaire
 6. Bidder/Applicant/Contractor Campaign Contribution

2. Process for Submitting Proposals:

- **Content of Proposal:** The Proposal must be submitted using the format as indicated in the Proposal format guidelines.
- **Preparation of Proposal:** Each Proposal shall be prepared simply and economically, avoiding the use of elaborate promotional material beyond those sufficient to provide a complete, accurate and reliable presentation.
- **Cost for Preparing Proposal:** The cost for developing the Proposal is the sole responsibility of the Proposer. All Proposals submitted become the property of the City. Cost proposal shall be submitted in a **separate** file containing the following:
 - ✓ Cover letter stating the not-to-exceed total fee for the project.
 - ✓ The cost shall depict individual project tasks, work hours, and basic hourly rates for specific personnel to be used on the project. Personnel hourly rates will reflect all costs for office overhead, including direct and indirect costs. The fee proposal shall reflect all anticipated fee increases during the contract duration.
- **Forms to Accompany Proposal:** **Appendix C** forms shall be attached at the end of the Proposal with the exception of the Cost Proposal which shall be submitted in a separate file.
- **Number of Proposals:** Submit one (1) PDF file format copy of your proposal in sufficient detail for thorough evaluation and comparative analysis

- **Submission of Proposals:** Complete written Proposals must be submitted electronically in PDF file format via the planetbids.com website not later than **2:00 p.m. (P.S.T) on June 4, 2024**. Proposals will not be accepted after this deadline. Proposals received after the scheduled closing time will not be accepted. It shall be the sole responsibility of the Proposer to see that the proposal is received in proper time. Faxed or e-mailed Proposals will not be accepted. **NO EXCEPTIONS.**
- **Inquiries:** Questions about this RFP must be posted in the Q & A tab on Planetbids no later than **May 21, 2024 at 11:00 A.M.** The City reserves the right not to answer all questions.

The City reserves the right to amend or supplement this RFP prior to the Proposal due date. All addendum(s), responses to questions received, and additional information will be posted to the Costa Mesa Procurement Registry, Costa Mesa-Official City Web Site, Business-Bids & RFP's. Proposers should check this web page daily for new information. From the date that this RFP is issued until a firm or entity is selected and the selection is announced, firms or public entities are not allowed to communicate outside the process set forth in this RFP with any City employee other than the contracting officer listed above regarding this RFP. The City reserves the right to reject any Proposal for violation of this provision. No questions other than posted on Planetbids will be accepted, and no response other than written will be binding upon the City.

- **Conditions for Proposal Acceptance:** This RFP does not commit the City to award a contract or to pay any costs incurred for any services. The City, at its sole discretion, reserves the right to accept or reject any or all Proposals received as a result of this RFP, to negotiate with any qualified source(s), or to cancel this RFP in part or in its entirety. The City may waive any irregularity in any Proposal. All Proposals will become the property of the City of Costa Mesa, USA. If any proprietary information is contained in the Proposal, it should be clearly identified.
- **Insurance & W-9 Requirements:** Upon recommendation of contract award, Contractor will be required to submit the following documents with ten (10) days of City notification, unless otherwise specified in the solicitation:
 - **Insurance** - City requires that licensees, lessees, and vendors have an approved Certificate of Insurance (not a declaration or policy) or proof of legal self-insurance on file with the City for the issuance of a permit or contract. Within ten (10) consecutive calendar days of award of contract, successful Bidder must furnish the City with the Certificates of Insurance proving coverage as specified in the sample contract.
 - **W-9** – Current signed form W-9 (Taxpayer Identification Number & Certification) which includes Contractor's legal business name(s).

3. Evaluation Criteria: The City's evaluation and selection process will be conducted in accordance with Chapter V, Article 2 of the City's Municipal Code (Code). In accordance with the Code, the responsive responsible proposer shall be determined based on evaluation of qualitative factors in addition to cost. At all times during the evaluation process, the following criteria will be used. Sub-criteria are not necessarily listed in order of importance. Additional sub-

criteria that logically fit within a particular evaluation criteria may also be considered even if not specified below.

1. **Project Approach & Methodology -----40 %**
2. **Qualifications & Experience of the Firm -----30 %**
3. **Key Personnel ----20%**
4. **Cost Proposal ----10 %**

4. Evaluation of Proposals and Selection Process: In accordance with its Municipal Code, the City will adhere to the following procedures in evaluating Proposals. An Evaluation Committee, which may include members of the City's staff and possibly one or more outside experts, will screen and review all Proposals according to the weighted criteria set forth above. While price is one basic factor for award, it is not the sole consideration.

- A. Responsiveness Screening:** Proposals will first be screened to ensure responsiveness to the RFP. The City may reject as non-responsive any Proposal that does not include the documents required to be submitted by this RFP. At any time during the evaluation process, the City reserves the right to request clarifications or additional information from any or all Proposers regarding their Proposals.
- B. Initial Proposal Review:** The Committee will initially review and score all responsive written Proposals based upon the Evaluation Criteria set forth above. The Committee may also contact Proposer's references. Proposals that receive the highest evaluation scores may be invited to the next stage of the evaluation process. The City may reject any Proposal in which a Proposer's approach, qualifications, or price is not considered acceptable by the City. An unacceptable Proposal is one that would have to be substantially rewritten to make it acceptable. The City may conclude the evaluation process at this point and recommend award to the lowest responsible bidder. Alternatively, the City may elect to negotiate directly with one or more Proposers to obtain the best result for the City prior to making a recommendation or selection.
- C. Interviews, Reference Checks, Revised Proposals, Discussions:** Following the initial screening and review of Proposals, the Proposers included in this stage of the evaluation process may be invited to participate in an oral interview. Interviews, if held, are tentatively scheduled for **the week of June 24th** and will be conducted at City of Costa Mesa City Hall, 77 Fair Drive, Costa Mesa, CA 92626. The dates are subject to change. The individual(s) from Proposer's organization that will be directly responsible for carrying out the contract, if awarded, should be present at the oral interview. The oral interview may, but is not required to, use a written question/answer format for the purpose of clarifying the intent of any portions of the Proposal.

In addition to conducting an oral interview, the City may during this stage of the evaluation process also contact and evaluate the Proposer's references, contact any Proposer to clarify any response or request revised or additional information, contact any current users of a Proposer's services, solicit information from any available

source concerning any aspect of a Proposal, and seek and review any other information deemed pertinent to the evaluation process.

Following conclusion of this stage of the evaluation process, the Committee will again rank all Proposers according to the evaluation criteria set forth above. The Committee may conclude the evaluation process at this point, and make a recommendation for award, or it may request Best and Final Offers from Proposers. The City may accept the Proposal or negotiate the terms and conditions of the agreement with the highest ranked organization. The City may recommend award without Best and Final Offers, so Proposers should include their best Proposal with their initial submission.

Recommendation for award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Proposers unless an agreement is reached. If contract negotiations cannot be concluded successfully within a time period determined by the City, the City may terminate negotiations and commence negotiations with the next highest scoring Proposer or withdraw the RFP.

5. Protests: Failure to comply with the rules set forth herein may result in rejection of the protest. Any proposals awarded pursuant to the formal procurement procedure set forth in the Proposal procedure may be appealed in accordance with the following procedure:

- The Proposer shall file the written notice of appeal with the purchasing officer at least ten (10) working days prior to proposal award date specified in the notice of recommendation to award.
- The written notice of appeal must include specifics as to the nature of the appeal.
- The Proposer must provide any and all documentation to support the appeal.
- The purchasing officer will respond in writing to the Proposer within five (5) working days.
- In the event the appeal is denied by the purchasing officer, the Proposer may appeal the purchasing officer's ruling to the city council at the next available council meeting.

6. Accuracy of Proposals: Proposers shall take all responsibility for any errors or omissions in their Proposals. Any discrepancies in numbers or calculations shall be interpreted to reflect the cost to the City.

If prior to contract award, a Proposer discovers a mistake in their Proposal which renders the Proposal unwilling to perform under any resulting contract, the Proposer must immediately notify the facilitator and request to withdraw the Proposal. It shall be solely within the City's discretion as to whether withdrawal will be permitted. If the solicitation contemplated evaluation and award of "all or none" of the items, then any withdrawal must be for the entire Proposal. If the solicitation provided for evaluation and award on a line item or combination of items basis, the City may consider permitting withdrawal of specific line item(s) or combination of items.

7. Responsibility of Proposers: The City shall not be liable for any expenses incurred by potential Contractors in the preparation or submission of their Proposals. Pre-contractual expenses are not to be included in the Contractor's Pricing Sheet. Pre-contractual expenses are defined as, including but not limited to, expenses incurred by Proposer in:

- Preparing Proposal in response to this RFP;
- Submitting that Proposal to the City;
- Negotiating with the City any matter related to the Proposal; and,
- Any other expenses incurred by the Proposer prior to the date of the award and execution, if any, of the contract.

8. Confidentiality: The California Public Records Act (Cal. Govt. Code Sections 6250 et seq.) mandates public access to government records. Therefore, unless information is exempt from disclosure by law, the content of any request for explanation, exception, or substitution, response to this RFP, protest, or any other written communication between the City and Proposer, shall be available to the public. The City intends to release all public portions of the Proposals following the evaluation process at such time as a recommendation is made to the City Council.

If Proposer believes any communication contains trade secrets or other proprietary information that the Proposer believes would cause substantial injury to the Proposer's competitive position if disclosed, the Proposer shall request that the City withhold from disclosure the proprietary information by marking each page containing such proprietary information as confidential. Proposer may not designate its entire Proposal as confidential nor designate its Price Proposal as confidential.

Submission of a Proposal shall indicate that, if Proposer requests that the City withhold from disclosure information identified as confidential, and the City complies with the Proposer's request, Proposer shall assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless the City from and against all damages (including but not limited to attorney's fees and costs that may be awarded to the party requesting the Proposer information), and pay any and all costs and expenses related to the withholding of Proposer information. Proposer shall not make a claim, sue, or maintain any legal action against the City or its directors, officers, employees, or agents concerning the disclosure, or withholding from disclosure, of any Proposer information. If Proposer does not request that the City withhold from disclosure information identified as confidential, the City shall have no obligation to withhold the information from disclosure and may release the information sought without any liability to the City.

9. Ex Parte Communications: Proposers and Proposers' representatives should not communicate with the City Council members about this RFP. In addition, Proposers and Proposers' representatives should not communicate outside the procedures set forth in this RFP with an officer, employee or agent of the City, including any member of the evaluation panel, with the exception of the RFP Facilitator, regarding this RFP until after Contract Award. Proposers and their representatives are not prohibited, however, from making oral statements or presentations in public to one or more representatives of the City during a public meeting.

A "Proposer" or "Proposer's representative" includes all of the Proposer's employees, officers, directors, consultants and agents, any subcontractors or suppliers listed in the Proposer's Proposal, and any individual or entity who has been requested by the Proposer to contact the City on the Proposer's behalf. Proposers shall include the Ex Parte Communications Form, **Appendix C** with their Proposals certifying that they have not had or directed prohibited communications as described in this section.

10. Conflict of Interest: The Proposer warrants and represents that it presently has no interest and agrees that it will not acquire any interest which would present a conflict of interest under

California Government Code Sections 1090 et seq., or Sections 87100 et seq., during the performance of services under any Agreement awarded. The Proposer further covenants that it will not knowingly employ any person having such an interest in the performance of any Agreement awarded. Violation of this provision may result in any Agreement awarded being deemed void and unenforceable.

11. Disclosure of Governmental Position: In order to analyze possible conflicts that might prevent a Proposer from acting on behalf of the City, the City requires that all Proposers disclose in their Proposals any positions that they hold as directors, officers, or employees of any governmental entity. Additional disclosure may be required prior to contract award or during the term of the contract. Each Proposer shall disclose whether any owner or employee of the firm currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months using the attached Disclosure of Government Positions Form, **Appendix C**.

12. Conditions to Agreement: The selected Proposer will execute a Professional Service Agreement for Services with the City describing the Scope of Services to be performed, the schedule for completion of the services, compensation, and other pertinent provisions. The contract shall follow the sample form of Agreement provided as **Appendix B** to this RFP, which may be modified by the City.

All Proposers are directed to particularly review the indemnification and insurance requirements set forth in the sample Agreement. **The terms of the agreement, including insurance requirements have been mandated by the City and can be modified only if extraordinary circumstances exist.**

Submittal of a Proposal shall be deemed acceptance of all the terms set forth in this RFP and the sample agreement for services unless the Proposer includes with its Proposal, in writing, any conditions or exceptions requested by the Proposer to the proposed Agreement.

13. Disqualification Questionnaire: Proposers shall complete and submit, under penalty of perjury, a standard form of questionnaire inquiring whether a Proposer, any officer of a proposer, or any employee of a Proposer who has a proprietary interest in the Proposer, has **ever** been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local government project because of a violation of law or safety regulation and if so, to explain the circumstances. A Proposal may be rejected on the basis of a Proposer, any officer or employee of such Proposer, having been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local project because of a violation of law or a safety regulation, **Appendix C**.

14. Standard Terms and Conditions: The City reserves the right to amend or supplement this RFP prior to the Proposal due date. All addendum(s) and additional information will be posted via PlanetBids. Proposers should check this web page daily for new information.

APPENDIX A

SCOPE OF WORK
FOR
PROFESSIONAL ARCHITECTURAL & ENGINEERING DESIGN SERVICES

1. GENERAL SERVICES

The architect shall provide general services designated necessary to assist in the administration of the project and include the design of the temporary living and operational quarters for personnel during construction. The architect will serve as the lead consultant in managing the design of the facility. The civil engineering, electrical engineering, mechanical engineering and all other sub-consultants should be included in the various scope items below. This item of work shall include, but not be limited to, all the activities required to coordinate among project disciplines, agencies, sub-consultants, utility companies, adjacent developers and City.

Provide architectural design services and all relevant construction documents including but not limited to: Civil Work, Architectural, Mechanical, Electrical, Plumbing or otherwise for the renovation and accessible restroom update of the Costa Mesa Communications Center, 99 Fair Drive in Costa Mesa, CA. Approximate square footage: 4,530 sf.

2. PROGRAM CONFIRMATION

The architect shall work closely with the City of Costa Mesa Public Works Department and City of Costa Mesa Communications team to confirm the design requirements for the proposed project. This shall include, but not be limited to, the following:

- Remove partition in entry way of main building to create an open space
- Remove cabinets/remodel work area room in front office area copy room
- Seal up/privatize existing two (2) managers' offices
- Bathroom renovation and reconfiguration to accommodate accessible stalls and the addition of a shower and locker room
- Level floor in comm area, construct two (2) supervisor office spaces (training/supervisor)
- Remove glass separation panels in comm area
- Remove all carpet on walls
- Remove window between dispatch and equipment room
- Replace carpet
- Replace t-bar ceiling and lighting
- Install exterior window(s) (to be explained during job walk)
- Remove/replace exterior canopy outside of break room
- Replace all existing exterior windows
- Nine () new dispatch consoles (this have already been decided on and we have estimates)

3. ENTITLEMENT

Architect shall provide all services necessary to submit documents to the appropriate governing agencies for review and architect shall obtain all approvals necessary to construct the project.

4. SITE DESIGN

Architect shall coordinate and confirm with his sub-consultants the engineering design constraints, including but not limited to, the following:

- Existing and future infrastructure
- Environmental conditions and remediation
- Zoning requirements
- Drainage systems
- On-site and off-site uses
- Utilities

5. SCHEMATIC DESIGN

This item of work shall include preparing schematic design documents. Documents shall consist of drawings and other documents to fix and describe the size and character of the entire project, including architectural, structural, mechanical, electrical systems, materials and such other elements as may be appropriate and as described in general as follows:

A. ARCHITECTURAL DESIGN / DOCUMENTATION

The architectural design and documentation shall include a demolition plan, site plan, building plan, building sections and elevations, building systems / materials selection, dimensions / areas, and site wall elevations.

B. STRUCTURAL DESIGN

The structural design shall be per essential facilities requirements.

C. ELECTRICAL DESIGN

The electrical design shall include, but not be limited to, power service and distribution, lighting, fire detection and alarm, smoke detection, operations alerting system, and emergency power requirements.

D. MECHANICAL DESIGN

The mechanical design shall include, but not be limited, to heating, ventilating, air conditioning, dehumidification, plumbing, apparatus exhaust extraction system, fire protection, and fire sprinkler design.

E. PLUMBING

The plumbing design shall include but no be limited to, the complete water, sewer, gas, fire sprinkler and all other plumbing systems for the project.

F. FIRE PROTECTION / SPRINKLER SYSTEM

The fire sprinkler and smoke detection system design and installation for the fire station shall comply with the CMFD regulations and National Fire Protection Association (NFPA) standards. The entire station shall be protected by an automatic-monitored fire sprinkler system.

G. INTERIOR DESIGN

Architect shall provide interior design for the project including an itemized Furniture, Fixtures, & Equipment (FF&E) list with responsibilities for the general contractor.

6. DESIGN DEVELOPMENT SERVICES

The architect shall prepare from the approved schematic design documents, the design development documents consisting of site and floor plans, furniture plans, exterior elevations

and building sections with the necessary structural, mechanical and related systems and outline specifications necessary to fix and define the character of the project and indicate the materials to be used. The design development documents, when approved in writing, may form the basis for the construction documents.

A. ARCHITECTURAL DESIGN / DOCUMENTATION

- Demolition Plan
- Hazardous materials study and abatement plan
- Site plan
- Building Plan
- Section elevations
- Site Wall elevations
- Building Systems / materials selection
- Dimensions / Areas

B. STRUCTURAL DESIGN / DOCUMENTATION

Structural design / documentation services during design development phase consist of design regarding basic structural materials and systems, analyses and development of conceptual design solutions for gravity and lateral design loads.

C. CIVIL DESIGN / DOCUMENTATION

Civil design / documentation services during design development phase consist of topographic survey of the entire property and adjoining streets, grading, utilities, storm drain, Americans with Disabilities Act (ADA) path of travel, and striping. A comprehensive geotechnical study shall be completed for the entire project site.

D. LANDSCAPE DESIGN / DOCUMENTATION

Landscape design / documentation services during design development phase consisting of plant palettes, landscaping limits, irrigation and smart controller.

E. MECHANICAL AND PLUMBING DESIGN/DOCUMENTATION

Mechanical and plumbing design / documentation service during the design development phase consisting of consideration of alternate materials, split system HVAC, and plumbing.

- Energy conservation
- Heating and Ventilating
- Air Conditioning
- Plumbing
- Fire Protection / Fire Sprinkler Drawings
- Special Maintenance Systems
- General Space Requirements
- Apparatus exhaust extraction system

F. ELECTRICAL DESIGN / DOCUMENTATION

Electrical design/documentation during the design development phases consisting of materials, systems, and equipment.

- Power Service and distribution
- Lighting design
- Telephones / data distribution
- Internet and Ethernet infrastructure and connections
- Fire detection and alarms
- General space requirements
- Operations alerting system
- Smoke detection system

G. MATERIALS RESEARCH / SPECIFICATIONS

- Identification of potential architectural and interior finish materials, systems and equipment, and their criteria and quality standards consistent with the conceptual design
- Coordination of similar activities of other disciplines

H. INTERIOR DESIGN / DOCUMENTATION

Interior Design / Documentation services during the design development phases consisting of solutions for architectural, mechanical, electrical and equipment requirements in order to establish:

- Building interior design elements
- Preliminary building equipment areas
- Space allocation and utilization plans to review functional relationships
- Placement of major FF&E items

I. TELECOMMUNICATIONS

Refer to communications and CMIT for telecommunications requirements for dispatch needs.

7. CONSTRUCTION DRAWINGS AND DOCUMENT SERVICES

Based on the approved design development documents, the architect shall prepare the working drawings and specifications which shall set forth and prescribe in detail the work to be done and materials, workmanship, finishes, and equipment required for the architectural, structural, mechanical, and electrical work, as well as the site work and landscaping. Construction drawings and specifications shall be signed and stamped by the licensed architect and sub-consultants in their respective specialties. Architect shall conduct in-house constructability reviews as well as retain the services of a third-party to conduct one additional constructability review.

A. ARCHITECTURAL DESIGN / DOCUMENTATION

- Review design development
- Demolition Plans
- Site plan and details
- Building plans
- Enlarged plans
- Sections / elevations
- Building systems / material selection

- Details
- Dimensions / permit related areas
- Cost estimates
- Design of temporary living and operational needs for the dispatchers during construction.

B. TRAFFIC PRE-EMPTION DESIGN / DOCUMENTATION

- NA

C. STRUCTURAL DESIGN / DOCUMENTATION

- Prepare structural system documents

D. CIVIL DESIGN / DOCUMENTATION

- Site plan
- Utility plan

E. LANDSCAPE DESIGN / DOCUMENTATION

- NA

F. MECHANICAL DESIGN / DOCUMENTATION

- Prepare Title 24 Energy calculations
- Documentation for HVAC, including units, drops and mechanical system distribution
- Prepare building plumbing documents
- Prepare fire protection system documents (fire sprinkler drawings)

G. ELECTRICAL DESIGN

- Prepare electrical system documents
- Prepare Title 24 lighting calculations

H. MATERIALS RESEARCH/SPECIFICATIONS

- Preparation of specifications
- Compilation of project manual

I. INTERIOR DESIGN

- Interior Plans
- Reflected Ceiling Plans
- Interior Elevations
- Details and Sections
- Millwork
- FF&E

J. SIGNAGE / GRAPHIC DESIGN

- Design of site identity and building signage
- Construction Document Signage
- Interior Signage
- Station monument sign

8. BIDDING AND CONSTRUCTION SUPPORT

Attend one bid coordination meeting and prepare technical specifications, project appendices, bid form and architect's Estimate. Attend two pre-bid meetings and provide full size exhibits for use in the pre-bid meeting presentations. During bid process, the architect shall be responsible for preparing addenda, clarifying the construction documents, answering bidder's questions, issuing revised bid form, plans, exhibits, and technical specifications as required. During the construction phase, the architect and his sub-consultants shall review / approve submittals and respond to contractor's Requests for Information (RFIs), provide review and input on contractor change order requests, attend weekly construction progress meetings, and prepare final as-builts.

9. COST ESTIMATES

The architect shall provide detailed cost estimates during the schematic design phase, one cost estimate during the design development phase, and two construction cost estimates based on a material take-off from the construction documents at stages identified by the City.

10. MEETINGS

The architect will be required to attend meetings with the City. The architect shall include hours for all necessary project meetings.

11. PROCESSING OF PLANS AND PERMITS

The architect shall process the construction documents with the City of Costa Mesa Building Division, answer plan check comments, and if necessary, revise construction documents. Once an approved set is achieved contractor will be responsible for pulling necessary permits.

APPENDIX B
SAMPLE
PROFESSIONAL SERVICE AGREEMENT

**CITY OF COSTA MESA
PROFESSIONAL SERVICES AGREEMENT
WITH**

THIS AGREEMENT is made and entered into this ___ day of _____, 20__ (“Effective Date”), by and between the CITY OF COSTA MESA, a municipal corporation (“City”), and _____, a [state] [type of corporation] (“Consultant”).

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to _____, as more fully described herein; and

B. WHEREAS, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

C. WHEREAS, City and Consultant desire to contract for the specific services described in Exhibit “A” (the “Project”) and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. WHEREAS, no official or employee of City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in the City’s Request for Proposal (“RFP”), attached hereto as Exhibit “A,” and Consultant’s Response to City’s RFP (the “Response”) attached hereto as Exhibit “B,” both incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant’s performance of this Agreement.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City and within the hereinafter specified. Evaluations of the work will be done by the City Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;

- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.5. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code.

1.6. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "C," attached hereto and made a part of this Agreement (the "Fee Schedule"). Consultant's total compensation shall not exceed _____ Dollars (\$ _____.00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such

additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the Effective Date.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth in Exhibit "D," attached hereto and incorporated herein by this reference. The Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of _____ months, ending on _____, 20____, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of

termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.
- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The City of Costa Mesa and its elected and appointed

boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."

- (b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City.
- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Costa Mesa, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The certificates of insurance shall be attached hereto as Exhibit "E" and incorporated herein by this reference.

5.5. Non-limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Manager or his or her designee shall be the representative of

City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

Tel: _____
Fax: _____
Attn: _____

IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Tel: (714) 754-
Fax: (714) 754-
Attn: _____

Provide courtesy copy to:
City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Attn: Finance Department

6.5. Drug-free Workplace Policy. Consultant shall provide a drug-free workplace by complying with all provisions set forth in City's Council Policy 100-5, attached hereto as Exhibit "F" and incorporated herein by reference. Consultant's failure to conform to the requirements set forth in Council Policy 100-5 shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by City.

6.6. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.7. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

6.8. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.10. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.11. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.12. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.13. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

6.14. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.15. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of

this Agreement, Consultant and its officers, employees, associates and sub-consultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or sub-consultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.16. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.17. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect.

6.18. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.19. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.20. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.21. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.22. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.23. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.24. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of

those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.25. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.26. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.27. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY OF COSTA MESA,
A municipal corporation

[Mayor or City Manager]

Date: _____

CONSULTANT

Signature

Date: _____

Name and Title

Social Security or Taxpayer ID Number

ATTEST:

City Clerk and ex-officio Clerk
of the City of Costa Mesa

APPROVED AS TO FORM:

City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Risk Management

Date: _____

APPROVED AS TO CONTENT:

Project Manager

Date: _____

DEPARTMENTAL APPROVAL

Department Director

Date: _____

APPROVED AS TO PURCHASING:

Finance Director

Date: _____

**APPENDIX C
FORMS**

**Vendor Application Form
Ex Parte Communications Certification
Disclosure of Government Positions
Disqualification Questionnaire
Company Profile & References
Bidder/Applicant/Contractor Campaign Contribution**



**VENDOR APPLICATION FORM
FOR
RFP No. 24-11 PROFESSIONAL ARCHITECTURAL & ENGINEERING DESIGN SERVICES**

TYPE OF APPLICANT: NEW CURRENT VENDOR

Legal Contractual Name of Corporation: _____

Contact Person for Agreement: _____

Title: _____ E-Mail Address: _____

Business Telephone: _____ Business Fax: _____

Corporate Mailing Address: _____

City, State and Zip Code: _____

Contact Person for Proposals: _____

Title: _____ E-Mail Address: _____

Business Telephone: _____ Business Fax: _____

Is your business: (check one)

- NON PROFIT CORPORATION FOR PROFIT CORPORATION

Is your business: (check one)

- CORPORATION LIMITED LIABILITY PARTNERSHIP
 INDIVIDUAL SOLE PROPRIETORSHIP
 PARTNERSHIP UNINCORPORATED ASSOCIATION

Names & Titles of Corporate Board Members

(Also list Names & Titles of persons with written authorization/resolution to sign contracts)

Names	Title	Phone
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Federal Tax Identification Number: _____

City of Costa Mesa Business License Number: _____

(If none, you must obtain a Costa Mesa Business License upon award of contract.)

City of Costa Mesa Business License Expiration Date: _____

EX PARTE COMMUNICATIONS CERTIFICATION

Please indicate by signing below one of the following two statements. **Only sign one statement.**

I certify that Proposer and Proposer’s representatives have not had any communication with a City Councilmember concerning informal **RFP No. 24-11 PROFESSIONAL ARCHITECTURAL & ENGINEERING DESIGN SERVICES** at any time after May 13, 2024.

Signature

Date: _____

Print

OR

I certify that Proposer or Proposer’s representatives have communicated after May 13, 2024 with a City Councilmember concerning informal **RFP No. 24-11 PROFESSIONAL ARCHITECTURAL & ENGINEERING DESIGN SERVICES**. A copy of all such communications is attached to this form for public distribution.

Signature

Date: _____

Print

DISQUALIFICATION QUESTIONNAIRE

The Contractor shall complete the following questionnaire:

Has the Contractor, any officer of the Contractor, or any employee of the Contractor who has proprietary interest in the Contractor, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or safety regulation?

Yes _____ No _____

If the answer is yes, explain the circumstances in the following space.

DISCLOSURE OF GOVERNMENT POSITIONS

Each Proposer shall disclose below whether any owner or employee of Contractor currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months. List below or state "None."

COMPANY PROFILE & REFERENCES

Company Legal Name:

Company Legal Status (corporation, partnership, sole proprietor etc.):

Active licenses issued by the California State Contractor’s License Board:

Business Address:

Website Address:

Telephone Number:

Facsimile Number:

Email Address:

Length of time the firm has been in business:

Length of time at current location:

Is your firm a sole proprietorship doing business under a different name: ___Yes ___No

If yes, please indicate sole proprietor’s name and the name you are doing business under:

Federal Taxpayer ID Number:

Regular Business Hours:

Regular holidays and hours when business is closed:

Contact person in reference to this solicitation:

Telephone Number:

Facsimile Number:

Email Address:

Contact person for accounts payable:

Telephone Number:

Facsimile Number:

Email Address:

Name of Project Manager:

Telephone Number:

Facsimile Number:

Email Address:

COMPANY PROFILE & REFERENCES (Continued)

Submit the company names, addresses, telephone numbers, email, contact names, and brief contract descriptions of at least three clients, preferably other municipalities for whom comparable projects have been completed or submit letters from your references which include the requested information.

Company Name:

Contact Name:
Contract Amount:
Email:
Address:
Brief Contract Description:

Company Name:

Telephone Number:
Contact Name:
Contract Amount:
Email:
Address:
Brief Contract Description:

Company Name:

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Contract Amount:
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Brief Contract Description:

Company Name:

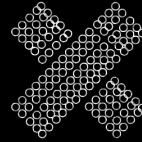
Telephone Number:
Contact Name:
Contract Amount:
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Brief Contract Description:

Company Name:

Telephone Number:
Contact Name:
Contract Amount:
Email:
Address:
Brief Contract Description:

EXHIBIT B
CONSULTANT'S PROPOSAL

ITZEN



Project Proposal

June 4, 2024

Proposal for: *Patrick Bauer, Deputy Public Works Director*
City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626

Dear Mr. Bauer,

The specific project requirements for the renovation and updates to the Costa Mesa Communications Center uniquely fit into the experience and interests of ITZEN. We thrive on having a portfolio full of various project types and are excited to bring that varied experience to this project. More specifically, having worked on numerous renovation projects for essential facilities, we are primed for the experience and level of detail that is required for these specific types of structures. We are delighted to share with you the vision and experience represented at ITZEN Architects.

Ms. Itzen has had a long history of work with the Orange County Fire Authority and their essential facilities. Currently ITZEN is in the process of design work with OCFA for multiple station renovations throughout Orange County. OCFA Station 4 in Irvine, is nearing construction completion for significant ADA renovations and improvements. In 2018, ITZEN completed the renovation and expansion of Fire Station #63 in Buena Park with great success. Prior to ITZEN, Jana worked on Hesperia Police Facility and more than 5 Fire Stations throughout Irvine and Laguna Niguel during her time at LPA, Inc. In addition to ITZEN's civic work mentioned above, during her time at LPA, Jana was integral to numerous municipal projects with the cities of Hesperia, Temecula, Orange, and Chino Hills.

ITZEN understands the key roles each team member plays in the success of the project, from the engineering team to the owner, the tenant or the end user. We work together as an expert team to find the best solutions for each unique project, attending to the prioritization of needs and values for user and owner. As you will see, our design team does a blend of civic, commercial, and residential work. This client centric blend of project types ideally suits us for this renovation of the Costa Mesa Communications Center.

We are honored to be considered for this opportunity and look forward to expanding on a great working relationship with the City of Costa Mesa in the years to come.

Sincerely

Jana SB Itzen

Table of Contents

- 1 : Cover Letter
- 2 : Background & Project Summary
- 3-5 : Project Approach & Methodology
- 6-8 : Qualifications & Experience for the Firm
- *Financial Capacity (provided upon award of contract as needed)
- 9-10 : Key Personnel
- *Cost Proposal (provided under separate file)

BACKGROUND & PROJECT SUMMARY

City of Costa Mesa Communications Center

We have read and reviewed the extents of RFP 24-11.

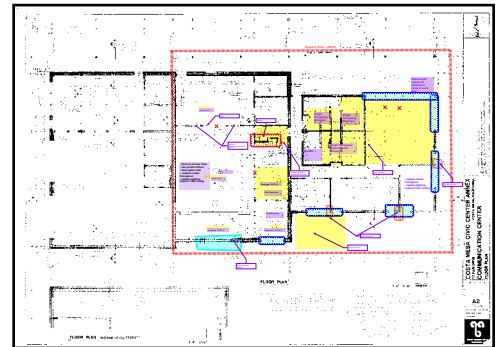
ITZEN Architects is well versed in providing professional architectural services for renovations and ADA updates to existing essential facilities similar to the 4,530 sf Communications Center at the heart of the City of Costa Mesa. We understand the unique needs of the facility and are ready to coordinate with the end users; the City of Costa Mesa Communications Team and the city of Costa Mesa Public Works Department.

After a thorough site visit to establish the existing conditions we were able to confirm the programmed scope of work as follows:

- Remove existing furniture partitions in the entry vestibule
- Remove and redesign millwork in copy room (including removal of door frame to create passthrough)
- Acoustical updates for 2 managers offices
- ADA Accessibility updates for toilets/ showers/ locker rooms
- Eliminate raised flooring and glass partition in gallery
- Eliminate raised flooring in supervisors areas and create 2 private supervisors spaces
- Coordinate with user regarding the specifications for the new dispatch consoles
- Update finishes throughout (including flooring finishes, wall finishes, acoustic ceiling tiles) and provide new lighting
- Remove and replace exterior canopy/ patio cover outside break room
- Remove and replace all exterior windows, with an alternate to just reseal/glaze existing windows to improve performance.
- 8 coordination/progress meetings with the city

This scope specifically excludes:

- Landscape Design
- 3rd party constructibility review
- Geotechnical Report
- Audio Visual
- Fire Sprinklers (deferred submittal)
- Structural or Civil work for Temp Structure



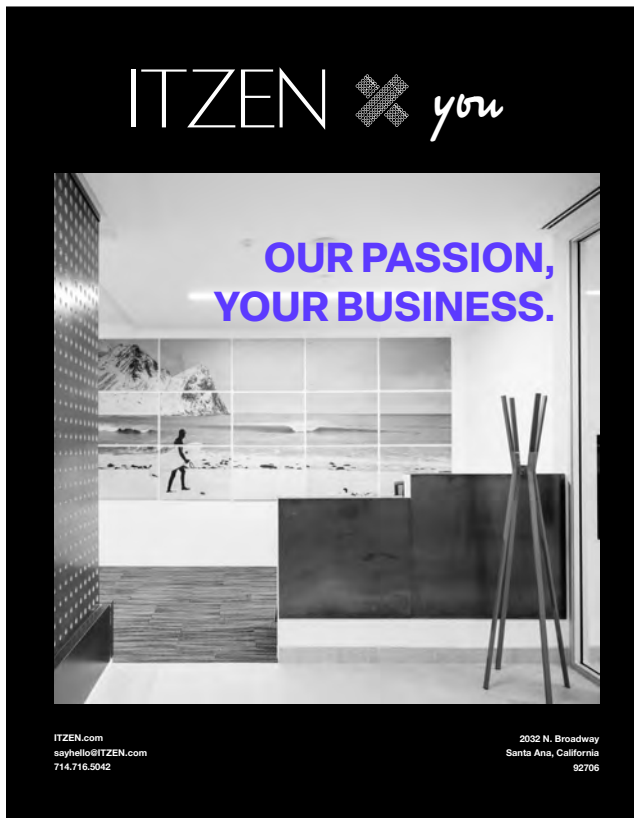
PROJECT APPROACH & METHODOLOGY

Over the course of several years, ITZEN architects has provided professional architectural services to the Orange County Fire Authority for numerous renovations and additions to their essential facility fire stations. ITZEN Architects has compiled a top tier team to lead in these renovation projects. The proposed team of designers and engineers have worked together extensively, providing expert communication and coordination, for projects of this particular size and scale.

With ITZEN at the helm you can count on leadership of the design team and a direct point of contact and coordination for the City of Costa Mesa. You will have direct access to principals Jana and William through every step of the design process.

We will work closely with the city to ensure all the necessary electrical and communications needs are correctly identified on the construction project requirements to maintain operation of temporary facilities for dispatch while construction is taking place.

ITZEN's systematic approach to documenting and developing the design plans are outlined in the following diagrams and descriptions:



DISCOVERY

1

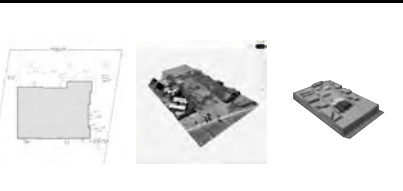
GATHER

During this phase we gather information from multiple sources: site, the city, and all applicable building code data. We visit the property to document the existing conditions and scan the applicable areas of work. We simply a combination of photography, 3D scanning, laser measurements, and even a few old-fashioned tape measurements.

Documenting the existing conditions includes noting the location of visible mechanical, electrical, and plumbing equipment, in addition to structural and architectural components of the property. Our preliminary code research is provided as a reference to inform constraints of the design. The information we gather is then documented using BIM (building information model) software to produce what is commonly referred to as "as-built" or "as-measured" drawings.

ENVISION

This phase is at the heart of crafting your story. Architecture has a rich history that includes a multitude of materials, environments, styles, and forms. We'll sit down together (probably over many good coffees) and ask a lot of questions. We finish the phase having outlined project goals and principles that we use to make design decisions throughout the life of the project.



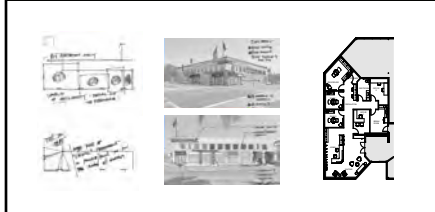
SCHEMATIC DESIGN

2

THE PLAN

Schematic design is when we begin to incorporate all the inspiration we discovered in our envisioning session. We start to include the impacts of our zoning and environmental analysis by studying massing models and space plans.

As we start to look at 3D models and programming, your project is going to start feeling very real, but this is just the beginning! We'll continue to use the inspirational imagery to shape the 3D models, and the space plans we develop are the start of the spatial organization of your floor plan.



what our client's say

"We've worked with ITZEN on several projects, and when a friend went against our advice and started a project without an architect we said are you out of your mind? They take the weight off our shoulders and alleviate any stress, effectively working with the contractor to figure out the inevitable issues when they arise. It's a unique collaboration, Jana is amazing!"



PROJECT: HOFOWITZ GROUP

DESIGN DEVELOPMENT

3

THE PLAN

The design development phase brings another level of depth and decision making to your project. Building on the schematic phase, we now start to incorporate the more technical aspects of a project—materials, product specifications, and utilities.

Our communication and feedback loop continues to be a key factor in the success of the project development. Many significant design choices are made during this time. Together we'll explore materials with physical samples and understand your preferences.

Beyond the schematic organization of structural systems and utilities, we now start to coordinate the specifics of these systems. Looking closely at how one choice impacts other systems, and vice versa.

A more robust architectural drawing package is organized during this phase that reflects the design developing towards construction. Dimensions, quantities, and product specifications in the documentation set up the design for initial contractor pricing and the next phase of design with our team of engineers.

DESIGN DEVELOPMENT PACKAGE

TYPICALLY INCLUDES:

- Updated 3D Rendered & Panoramic Views
- Cover Sheet with Code Analysis
- Site Plan
- Demolition Plans
- Floor Plans
- Building & Interior Elevations



INTERIORS

interlude

Before we continue...

Our approach to design is holistic, and the interior design story is integral to the complete design story.

Beyond the design of the building itself, there are many decisions to be made regarding interior finishes, fixtures, equipment, and appliances. Again, we'll work collaboratively with you to select each and every element. For instance, selecting and specifying the flooring, countertops, cabinetry, tile, hardware and fixtures, paint colors, low voltage devices, door hardware, and potentially much more.

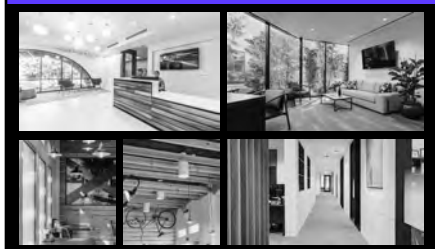
Here, we'll create enlarged plans and interior elevations of the bathrooms, artwork, kitchen, and other critical architectural details.

TYPICAL INTERIOR DESIGN SERVICES

- Finish packages clarifying finishes for each room
- Fixtures and equipment as required
- Fixture Schedules
- Procurement of physical samples and pricing of finishes
- Address 3D rendering (including interior design intent)

EXAMPLES OF FINISHES SPECIFIED

- Wall and floor tile for bathrooms and kitchens
- Floor finishes such as carpet and hardwood
- Paint colors and trims
- Counter tops
- Cabinetry styles, finishes, and hardware
- Wall coverings
- Door, window trim and casing detailing
- Door hardware
- Plumbing fixtures



CONSTRUCTION DOCUMENTS

4

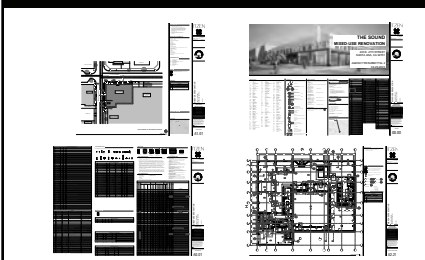
THE PLANS

This phase of design is focused on the technical aspects, constructability (feasibility), it's a thing, and coordination of engineering systems. The design decisions we've already made are coordinated to a final level through architectural detailing. Essentially, we're creating the set of drawings and written instructions that describe the design intent and project scope for the general contractor and subcontractors.

Construction documents are formatted in a very particular way to very clearly communicate to the authorities with jurisdiction over your project our intent to meet the code requirements—then our design layout to the way materials interface with one another.

TYPICAL DOCUMENTS

- Updated 3D rendered & panoramic views
- Cover Sheet with code analysis
- Schedules and Specifications : finishes, light fixtures, plumbing fixtures, equipment and door hardware
- Site Plan
- Demolition Plans
- Floor Plans
- Reflected Ceiling Plans
- Finish Plans
- Power Plans
- Building & Interior Elevations
- Schedule & Interior Detailing
- Structural, Mechanical, Plumbing and Electrical Plans (as needed)



PERMITS & BIDDING

5

THE PAPERWORK

We assist with the building permit application and submitting of permit drawings to the building and/or planning departments in your jurisdiction. They'll typically have comments which are addressed by modifying or clarifying the existing drawings or adding additional drawing information to the application.

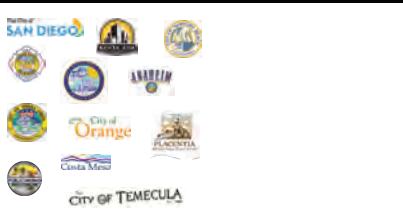
Addressing comments from these departments may result in design changes and/or additional information from the general contractor.

We've worked with many cities and municipalities over the years, and continue to work with new ones as our clients expand. Each city has a different review timeline period. In the last couple of years we have seen an increase in this review period, 2-4 months in some cases.

THE MATCH-UP

While a project is with the jurisdiction for permitting, it's an ideal time for the design phase. This involves distributing construction documents and other relevant design information to contractors, walking them through the project, answering questions, and assisting bidders as they determine costs.

The effort associated with this phase is frequently underestimated. Successful bidding requires that all bidders receive the same documents and of communication to clearly instruct. Ensuring that all bidders have identical information is critical to receiving "apples to apples" bid information. We're here to help and will continue to be a resource as you bid the project.



what our client's say

ITZEN stayed with us throughout the project, holding the contractors to a high standard of executing the plan, just as we had envisioned it.

CONSTRUCTION ADMINISTRATION

6

THE BUILD

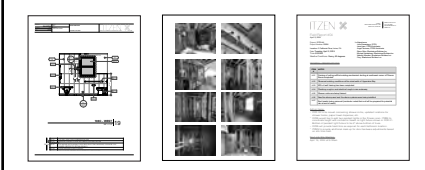
Our design services continue right through construction (aka construction administration). During this phase we make scheduled visits to the construction site to observe and confirm that the work has been done according to the construction documents. We provide notes, comments, and follow up regarding items that are discovered.

We make ourselves available to assist in resolving any unforeseen issues that come up during construction. Our goal is to always work as a team along with you and the contractor to come to a solution that works for everyone.

The project is going to have challenges along the way, and it's important that these are resolved in a timely, thoughtful, and cost-effective manner, while keeping the design intent intact.

Deliverables include field reports and any additional architectural sketches needed to clarify or modify the design due to unforeseen conditions. We'll review shop drawings and product submissions to verify that they comply with our design intent. Typically provided by a subcontractor or manufacturer, shop drawings and submissions serve to illustrate in detail how the contractor plans to construct the work.

Towards the end of construction, we'll prepare a punch list that gets the entire team on the same page with details that need just a final touch or fix before we reach the finish line.



Schedule

ITZEN Proposes the following timeline schedule for review and discussion with client and end user.

The design process is scheduled to be completed in approximately 7 months from authorization to proceed. Since there are no recent as-built field verification of the original documents, the project will initiate with 3d scans and field verifications of critical project dimensions. Entitlements and bidding phases taking approximately 3 months and proceeding concurrently to minimize time spent on jurisdictional reviews and approvals. Construction is slated for approximately 26 weeks.

Phase Summary

D1 Discovery Jul 5, 2024 - Jul 26, 2024
SD Schematic Design Jul 27, 2024 - Sep 6, 2024
DD Design Development Sep 6, 2024 - Nov 1, 2024
CD Construction Documentation Nov 1, 2024 - Jan 24, 2025
EB Entitlements & Bidding Jan 24, 2025 - Apr 30, 2025
CA Contract Administration May 1, 2025 - Oct 31, 2025

Gantt Chart



QUALIFICATIONS & EXPERIENCE FOR THE FIRM

Project Team for Costa Mesa Communications Center:

With ITZEN at the helm you can count on leadership of the design team and a direct point of contact and coordination for the City of Costa Mesa. You will have direct access to principals Jana and William through every step of the design process. ITZEN has compiled a top tier team to lead in these renovation projects. The proposed team of designers and engineers have worked together extensively, providing expert communication and coordination for projects of this particular size and scale.

OUR STUDIO

ITZEN is a full service architecture design firm rooted in the heart of Santa Ana, California.

We're located on the north end of Broadway, bridging the gap of a wonderfully historic residential neighborhood and our ever-changing downtown.

Our team is focused on creative collaboration throughout each stage of a project. We believe your architectural journey should be thoughtful, exciting, forward thinking, and FUN. We've customized the architectural design process to best allow for client input, collaboration, and feedback throughout each phase. It's tempting to jump right into the schematic or design development phase, but we know that gathering and envisioning is so very important to what we do. It gives us the opportunity to explore the vision of what YOU truly need and desire.



Architect / Interior Design / Signage

ITZEN Architects Inc.

1800 N Bristol Street, C-418
Santa Ana, CA 92706
jana@itzen.com
714-716-5042 x2
Jana SB Itzen, AIA

Structural Engineer

Cross Engineering

3198-G Airport Loop Drive
Costa Mesa, CA 92626
kcross@crosseng.com
714-556-5475
Kirk Cross, S.E.

Mechanical, Electrical, and Plumbing Engineer

Goss Engineering Inc

255 E Rincon St., Suite 301
Corona, CA 92879
nubrun@goss-eng.com
(951) 340-1977
Nick Ubrun, P.E.

Civil Engineer

Delane Engineering Inc.

4909 Murphy Canyon Rd, Ste 330
San Diego, CA 92123
jprince@delanegroup.com
(619) 787-5566
John Prince

Cost Estimating

HLCM

678 North Lemon Hill Trail
Orange, CA 92869
jhelekar@hlcm.com
(714) 941-9294
Jay Helekar

YOUR STORY

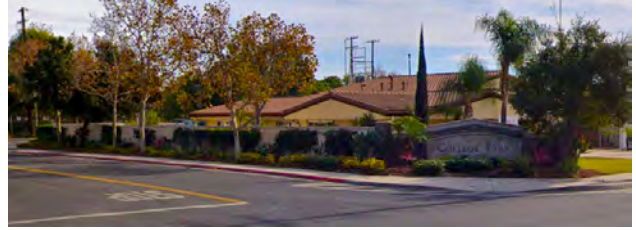
While our work spans size, market segments, and budget, the common thread is our ability to uncover and explore to tell your story through architecture and design.

Our design solutions are focused on a blend of function and aesthetics. Each client and each project is unique, so our designs reflect that. There's no need to limit your project to a specific architectural style. We love gathering all the attributes that inform the function and constraints of your project to develop the precise form and style that will serve you for years to come.



Client Profiles & Relevant Experience

- OCFA Fire Station #4 - Irvine
- OCFA Fire Station #23 - Orange
- OCFA Fire Station #32 - Yorba Linda
- OCFA Fire Station #63 - Buena Park
- The Sound - Santa Ana Foursquare
- Palmdale Water District
- Rowland Water District
- City of Tracy
- The Irvine Company
- The Music Center - Grand Park
- Los Angeles Master Chorale
- Horowitz Group
- ACS Development
- Stream Realty
- Lojistic Headquarters
- Graceworks

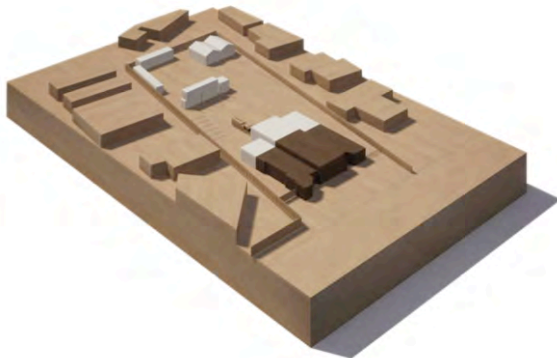


OCFA Fire Station #63

Buena Park, CA
900 SF expansion

Dorm and fitness room renovation and expansion. ITZEN provided professional service from design through construction admin.

Client: Orange County Fire Authority
Iris Lee, Deputy Director of Public Works
ilee@sealbeachca.gov
(562) 431-2527, x1322



OCFA Fire Station #23

Orange, CA
2,600 SF Expansion and 4,600 SF Renovation

Complete overhaul of this fire station includes new dorms, kitchen and fitness rooms. Substantial site work includes entry ADA and parking upgrades, vehicle storage strategies and an exterior patio.

Client: Orange County Fire Authority
Julie Samaniego, Construction and Facilities Division Manager
JulieSamaniego@ocfa.org (714) 573-6480



City of Tracy: Westside Market

Tracy, CA
9,000 SF

Re-envisioning of streetscape facade of the Westside Market Building. ITZEN was tasked with enlivening the facade of multiple structures along the main through fair that had become run down and an eyesore to the community. The design incorporated multiple outdoor breakout/gathering spaces with various types of shading.

Client Profiles & Relevant Experience



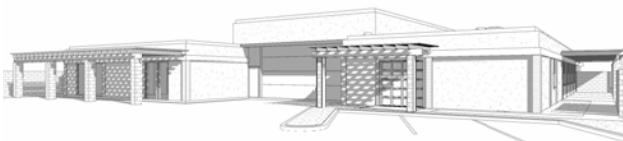
The Sound

Santa Ana, CA
45,000 SF

Historic renovation of a masonry structure originally constructed in 1901. This reimagined mixed use event space covers two floors of vibrant community focused activity with a rooftop garden and secondary event space. This project was not only approved by the typical building and planning departments, but also the Historic Resource Commission in the city of Santa Ana.

Client Contact: Foursquare Church
Janae Klatt (2024)
janaeklatt@gmail.com (805) 320-0715

Brian Heney (liaison from 2020-2024)
(714) 955-1742



OCFA Fire Station #4

Irvine, CA

8 restroom updates (three of which were ADA restroom updates) to this 1968 facility. Renovation design (1,165 sf) incorporated an expanded fitness area with new rollup door for access to outdoor workout spaces. New roof 10,000 sf replacement and covered patio area.

ITZEN provided design services from schematic through construction admin.

Client: Orange County Fire Authority
Julie Samaniego, Construction and Facilities Division Manager
JulieSamaniego@ocfa.org (714) 573-6480



OCFA Fire Station #32

Yorba Linda, CA
600 SF Renovation

ITZEN is providing professional design services to envision an expanded kitchen for this client. Modernizing the facility with new finishes, equipment, and lighting.

Client: Orange County Fire Authority
Julie Samaniego, Construction and Facilities Division Manager
JulieSamaniego@ocfa.org (714) 573-6480



Rowland Water District

Rowland Heights, CA
2,200 SF

Board Room and Customer Service renovation. ITZEN provided professional services from Schematic Design through Construction Admin.

Client Contact: Rowland Water District
Tom Coleman, General Manager
tcoleman@rowlandwater.com (562) 697-1726

KEY PERSONNEL

JANA SB ITZEN, AIA California Licensed Architect #C 31791

Throughout the course of my career, I have sought to contribute to thoughtful, place making architecture which responds to its context and environment.



EXPERIENCE

President, Architect

Jana has developed a strong passion for effective communication. She works with clients and team members to cast the project vision and keep the vision at the forefront of the project delivery. She participates in all phases of design from conception to construction administration providing a continuity to ensure project schedules, budgets, and goals align.

Alternate Experiences:

LPA Inc., Irvine, CA 2004-2011
Orange Coast College, Costa Mesa, CA 2009-2014
KTGY Group, Irvine, CA 2002-2004
Ferrier Baudet Architects, Brisbane, Australia 2000
Parish Clarke Architects, Brisbane, Australia 2000

EDUCATION

California Polytechnic State University

San Luis Obispo, CA - Bachelor of Architecture

University of Queensland

Brisbane, Australia - Undergraduate Work

SPEAKER

- Vanguard University, Costa Mesa, CA : Marketing & Entrepreneurial Leadership, 2017 & 2016
- AIA Orange County : Firm Management Panel Discussion, 2016
- California Utility Executive Management Association (CUEMA) : 2014 Fall Leadership Summit, Monterey

WRITING

- Cal PolyMagazine, "CEO Roundtable", Winter 2017
- California Buildings News, "Q & A with Jana Itzen", Q1 2017

OTHER PROFESSIONAL ROLES

- AIA, Co-Chair, Members Voice Task Force, 2021-2023
- AIA, Strategic Council, 2018-2020
- AIA California Council, President 2017
- CASH Awards Jury, 2017
- Committee Members - AIACC Monterey Design Conference, 2017
- BIM Thoughts Podcast, Episode 2017/03, 2017
- Committee Member - Women in Building Design and Construction, 2016
- AIA California Council, President Elect, 2016
- Committee Member - AIACC Planning and Finance Committee
- AIA San Joaquin Valley Design Awards Jury, 2016
- Vice President, Academy for Emerging Professionals, AIA California Council, 2014-2015
- CASH Awards Jury, 2015
- Committee Member - Now Next Future Conference, 2014 & Monterey Design Conference, 2013
- Southern California Young Architects Forum Regional Director, AIA California Council 2013
- Progression Conference Committee Chair, 2012
- Southern California Young Architects Forum Regional Director Elect, AIA California Council 2012
- Southern California Associate Director, AIA California Council, 2007
- Southern California Associate Director-Elect, AIA California Council, 2006
- Associate Chair, AIA Orange County, 2005
- Vice Chair, College of Architecture and Environmental Design Student Council, Cal Poly SLO 1998

WILLIAM ITZEN, AIA

California Licensed Architect #C 31793
NCARB

EXPERIENCE

Vice President, Architect

Effectively communicate with clients and project team. Coordination and production of design and construction documentations, knowledge of building codes, integration of sustainable principles, and 3D modeling. Duties include the day to day administrative duties required for managing and running an office as well as the architectural vision and design for the firm.

Alternate Experiences:

LPA Inc., Irvine, CA 2004-2012

Orange Coast College, Costa Mesa, CA 2009-2017

Art Institute Orange County, Costa Mesa, CA
2008-2009

Mark J. Paone, AIA, Orange, CA 2002-2004

pgal, Alexandria, VA 2000

EDUCATION

California Polytechnic State University

San Luis Obispo, CA - Bachelor of Architecture

Virginia Tech - WAAC

Alexandria, VA - Undergraduate Work

Stanford University

Stanford, CA - Virtual Design & Construction
Certificate

SELECTED PROJECTS

- OCFA Station #63, Buena Park, CA
- The Sound, Santa Ana, CA
- Rowland Water District, Rowland Heights, CA

ANGEL TERRONES

EXPERIENCE

Project Designer

Angel is integral throughout all phases of project design and development, through documentation up until project completion. His expert 3d modeling and rendering skills assist the team in high level collaboration to identify potential conflicts prior to construction as well as providing visual renderings to facilitate clients envisioning these new spaces coming to life.

EDUCATION

California Polytechnic State University

Pomona, CA - Bachelor of Architecture

SELECTED PROJECTS

- OCFA Station #4, Irvine, CA
- OCFA Station #23, Orange, CA
- OCFA Station #32, Yorba Linda, CA
- The Sound, Santa Ana, CA

EXHIBIT C
FEE SCHEDULE



CM Communications Center - RFP 24-11 Team Fees Revised

	Item	Approximate hours	Amount	Timeframe
Name:		Sum:	Sum:	
▼ Task 1: Pre-Design/Discovery		93	\$19,532.00	
	ITZEN Architecture - Building As Built	48	\$8,000.00	6w
	Civil Engineering - Site Survey (Allowance)	30	\$8,000.00	
	Structural	4	\$1,000.00	
	Mechanical, Electrical, Plumbing	11	\$2,532.00	
▼ Task 2: Schematic Design (SD)		206	\$36,972.00	
	ITZEN Architecture + Interiors	97	\$16,100.00	6w
	Civil Engineering - Site Design (Allowance)	18	\$5,000.00	
	Structural	0	\$0.00	
	Mechanical, Electrical, Plumbing	39	\$6,432.00	
	Cost Estimating	40	\$7,440.00	
	Specifications - Outline	12	\$2,000.00	
▼ Task 3: Design Development (50% Plans)		214	\$35,700.00	
	ITZEN Architecture + Interiors	195	\$32,200.00	8w
	Structural	4	\$1,000.00	
	Mechanical, Electrical, Plumbing	0	\$0.00	
	Cost Estimating	0	\$0.00	
	Specifications	15	\$2,500.00	
▼ Task 4: Construction Documents (90% and 100%)		297	\$50,223.00	
	ITZEN Architecture + Interiors	177	\$29,205.00	12w
	Structural	33	\$5,650.00	
	Mechanical, Electrical, Plumbing	37	\$6,648.00	
	Cost Estimating - 90% CD Set	20	\$3,720.00	
	Specifications - CSI Division Master Format	30	\$5,000.00	
▼ Task 5: Bidding/Entitlements		46	\$7,590.00	
	ITZEN Architecture + Interiors	46	\$7,590.00	12w
▼ Task 6: Construction Administration		162	\$28,287.00	
	ITZEN Architecture + Interiors	135	\$22,275.00	26w
	Structural	11	\$2,400.00	
	Mechanical, Electrical, Plumbing	16	\$3,612.00	
Total			\$178,304.00	

	Item	Discipline	Hours
Name:			Sum:
▼ Task 1: Pre-Design/Discovery			93
	Jurisdictional Research and Coordination	Arch	5
	Review Building and Planning Approval Process with the respective agencies	Arch	2
	Field Verification of existing conditions • Site Measurements, photos, 3d Scans • Identify existing electrical/utility service locations and constraints	Arch	16
	3D modeling of existing conditions/building - based on PDF files provided by client	Arch	20
	Schedule and Coordinate Kick-Off Meeting	Arch	3
	Attend Kick-Off Meeting	MEP/Struct/Civil	7
	Perform Site Work/Field Investigation	MEP/Struct	10
	Site Work Investigation	Civil	30
▼ Task 2: Schematic Design			206
	Schematic Design : Sketches, Space Plans, Massing models, 3d forms	Arch	23
	Develop and evaluate project priorities	Arch	6
	Preliminary code analysis	Arch	16
	Preliminary cost estimate coordination	Arch/CE	42
	3d Model Rendering(s) and Walkthrough - <i>Monochromatic</i>	Arch	12
	Preliminary Lighting Design	Arch / Elec	12
	Preliminary Finish Design	Arch	18
	Client Meetings/Reviews 1. Initial schematic design ideas 2. Schematic Design development	Arch	8
	Develop Mechanical Drawings Based on Conceptual Design	Mech	10
	Develop Electrical Drawings Based on Conceptual Design	Elec	9
	Develop Plumbing Drawings Based on Conceptual Design	Plumb	9
	Multi-disciplinary Coordination	MEP	5
	Cost Estimation Review	MEP	3
	Review Meeting	MEP	3
	Outline Specifications	Arch	12
	Civil Site Design	Civil	18
▼ Task 3: Design Development (50% Plans)			214
	Develop approved Schematic Design into further detail. Confirm design direction through a drawing set to include: 1. Floor Plan (dimensioned) 2. Demo Plan 3. Finish Plan 4. Reflected Ceiling Plan (dimensioned) 5. Interior Elevations (dimensioned) 6. Window/Door Schedule 7. Power, Signal and Equipment Plan	Arch	89
	Updated 3d Model Rendering(s) and Walkthrough - <i>Color/Materials</i>	Arch	30
	Lighting Design Finalized and Coordinated	Arch / Elec	12
	Finish Design Finalized and Coordinated	Arch	12

	Item	Discipline	Hours
	Digital Finishes Material Board - <i>physical samples as need</i>		18
	Product Packet - <i>cut sheets</i>		10
	Coordinate with engineer(s) team	All	12
	Client Meetings/Reviews 1. Design Development Review - Progress Set 2. Design Development Finishes Review 3. Design Development Final Review	Arch	12
	Develop Structural Drawings Based on Conceptual Design	Struct	2
	Multi-disciplinary Coordination	Struct	2
	Cost Estimate – DD	CE	0
	Specifications - DD Progress Draft	Arch	15
▼ Task 4: Construction Documents (90% and 100%)			297
	Develop the design phase documentation into construction documents for review/ approval, plan check, permitting and construction. Drawing set to include: 1. Reference Site Plan 2. Exiting/Code Analysis Plan 3. Floor Plan 4. Demo Plan 5. Finish Plan 6. Reflected Ceiling Plan 7. Interior Elevations 8. Window/Door Schedules, Hardware Schedule 9. Finish Schedules 10. Power, Signal and Equipment Plan 11. Architectural Detailing 12. Window/Door Detailing 13. Casework Detailing	Arch	119
	Model and documents set coordination with Engineers	All	20
	Furniture Specification/Coordination (allowance)	Arch	10
	Signage Schedule and Plan 1. Size of all interior signs 2. Type of all interior signs	Arch	18
	Meeting(s) to review documents 1. 50% Construction Document Review 2. 90% Construction Document Review	Arch	10
	Prepare Structural Construction Documents	Struct	24
	Plan Check Coordination	Struct	9
	Prepare Mechanical Construction Documents	Mech	6
	Prepare Electrical Construction Documents	Elect	6
	Prepare Plumbing Construction Documents	Plumb	6
	Title - 24	Elect/Mech	4
	Photometrics	Elect	2
	Cost Estimate Review	MEP	2
	City Plan Check Coordination	MEP	8
	Review Meeting	MEP	3
	Cost Estimating - 90% CD Set	CE	20
	Specifications - CSI Division Master Format	Arch	30
▼ Task 5: Bidding/Entitlements/Construction Admin.			46
	Permit Application(s) Assist	Arch	3

	Item	Discipline	Hours
	Submit Documents for Permitting	Arch	4
	Respond to City Comments	Arch	15
	Respond to bid RFIs and provide feedback on contractor bids	Arch	12
	Issue Bid Addendum	Arch	12
▼ Task 6: Contract Administration			162
	Construction Kick-Off Meeting	Arch	6
	RFIs, Submittals and Field Reports	Arch	85
	Intermediate Site Visits (6)	Arch	24
	Final Walk Through - Punch List	Arch	12
	Punch List On-Site review/confirmation	Arch	8
	Construction Kick-Off Meeting	MEP	2
	Review Contractor Submittals	MEP	7
	Respond to Contractor RFI's	MEP	7
	Construction Kick-Off Meeting	Struct	2
	Review Contractor Submittals	Struct	2
	Respond to Contractor RFI's	Struct	3
Total			1018

EXHIBIT D

CITY COUNCIL POLICY 100-5

CITY OF COSTA MESA, CALIFORNIA

COUNCIL POLICY

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	1 of 3

BACKGROUND

Under the Federal Drug-Free Workplace Act of 1988, passed as part of omnibus drug legislation enacted November 18, 1988, contractors and grantees of Federal funds must certify that they will provide drug-free workplaces. At the present time, the City of Costa Mesa, as a sub-grantee of Federal funds under a variety of programs, is required to abide by this Act. The City Council has expressed its support of the national effort to eradicate drug abuse through the creation of a Substance Abuse Committee, institution of a City-wide D.A.R.E. program in all local schools and other activities in support of a drug-free community. This policy is intended to extend that effort to contractors and grantees of the City of Costa Mesa in the elimination of dangerous drugs in the workplace.

PURPOSE

It is the purpose of this Policy to:

1. Clearly state the City of Costa Mesa’s commitment to a drug-free society.
2. Set forth guidelines to ensure that public, private, and nonprofit organizations receiving funds from the City of Costa Mesa share the commitment to a drug-free workplace.

POLICY

The City Manager, under direction by the City Council, shall take the necessary steps to see that the following provisions are included in all contracts and agreements entered into by the City of Costa Mesa involving the disbursement of funds.

1. Contractor or Sub-grantee hereby certifies that it will provide a drug-free workplace by:
 - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Contractor’s and/or sub-grantee’s workplace, specifically the job site or location included in this contract, and specifying the actions that will be taken against the employees for violation of such prohibition;
 - B. Establishing a Drug-Free Awareness Program to inform employees about:

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	2 of 3

1. The dangers of drug abuse in the workplace;
 2. Contractor's and/or sub-grantee's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation and employee assistance programs; and
 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- C. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by subparagraph A;
- D. Notifying the employee in the statement required by subparagraph 1 A that, as a condition of employment under the contract, the employee will:
1. Abide by the terms of the statement; and
 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- E. Notifying the City of Costa Mesa within ten (10) days after receiving notice under subparagraph 1 D 2 from an employee or otherwise receiving the actual notice of such conviction;
- F. Taking one of the following actions within thirty (30) days of receiving notice under subparagraph 1 D 2 with respect to an employee who is so convicted:
1. Taking appropriate personnel action against such an employee, up to and including termination; or
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health agency, law enforcement, or other appropriate agency;

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	3 of 3

G. Making a good faith effort to maintain a drug-free workplace through implementation of subparagraphs 1 A through 1 F, inclusive.

2. Contractor and/or sub-grantee shall be deemed to be in violation of this Policy if the City of Costa Mesa determines that:
 - a. Contractor and/or sub-grantee has made a false certification under paragraph 1 above;
 - b. Contractor and/or sub-grantee has violated the certification by failing to carry out the requirements of subparagraphs 1 A through 1 G above;
 - c. Such number of employees of Contractor and/or sub-grantee have been convicted of violations of criminal drug statutes for violations occurring in the workplace as to indicate that the contractor and/or sub-grantee has failed to make a good faith effort to provide a drug-free workplace.

3. Should any contractor and/or sub-grantee be deemed to be in violation of this Policy pursuant to the provisions of 2 A, B, and C, a suspension, termination or debarment proceeding subject to applicable Federal, State, and local laws shall be conducted. Upon issuance of any final decision under this section requiring debarment of a contractor and/or sub-grantee, the contractor and/or sub-grantee shall be ineligible for award of any contract, agreement or grant from the City of Costa Mesa for a period specified in the decision, not to exceed five (5) years. Upon issuance of any final decision recommending against debarment of the contractor and/or sub-grantee, the contractor and/or sub-grantee shall be eligible for compensation as provided by law.